

1 BILL NO. S-82-08<sup>27</sup>

2 SPECIAL ORDINANCE NO. S-158<sup>82</sup>

3 AN ORDINANCE approving Sewer Resolution No. 362-82,  
4 Group 2 Sewer Repairs, a contract between the  
5 City of Fort Wayne, Indiana and Land Excavating, Inc.  
6 in connection with the Board of Public Works.

7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
8 WAYNE, INDIANA:

9 SECTION 1. That a certain Contract dated July 28, 1982,  
10 between the City of Fort Wayne, Indiana, by and through its Mayor  
11 and the Board of Public Works and Land Excavating, Inc., for:

12 Group 2 Sewer Repairs which are detailed in the  
13 Federal Emergency Management Agency Damage Survey  
14 Reports 047091, 047072, 044760, 047099, 047158,  
15 047082, 041988, 047071, and 047024;

16 under Board of Public Works Resolution No. 362-82, involving a  
17 total cost of One Hundred Ninety-Eight Thousand Eight Hundred  
18 Sixty-Eight and 75/100 Dollars (\$198,868.75), all as more par-  
19 ticularly set forth in said Resolution and Contract which are on  
20 file in the Office of the Board of Public Works and are by  
21 reference incorporated herein, made a part hereof and are hereby  
22 in all things ratified, confirmed and approved.

23 SECTION 2. That this Ordinance shall be in full force  
24 and effect from and after its passage and any and all necessary  
25 approval by the Mayor.

26   
Councilmember

27 APPROVED AS TO FORM  
28 AND LEGALITY

29 

30 Bruce O. Boxberger, City Attorney  
31  
32

Read the first time in full and on motion by Burns, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 8-24-82

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~HOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 8-14-82

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~)

(APPROPRIATION) ORDINANCE (RESOLUTION) NO. 8-158-82

on the 14th day of September, 1982

ATTEST:

(SEAL)

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th day of September, 1982, at the hour of 11:20 o'clock A.M., E.S.T.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 22nd day of September, 1982, at the hour of 4 o'clock P.M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR. - MAYOR

BILL NO. S-82-08-27

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN  
ORDINANCE approving Sewer Resolution No. 362-82, Group 2 Sewer  
Repairs, a contract between the City of Fort Wayne, Indiana and Land  
Excavating, Inc. in connection with the Board of Public Works

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

PAUL M. BURNS - CHAIRMAN

MARK E. GIAQUINTA - VICE CHAIRMAN

JAMES S. STIER

JANET G. BRADBURY

ROY J. SCHOMBURG

9-14-82  
CONCURRED IN

DATE \_\_\_\_\_ CHARLES W. WESTERMAN, CITY CLERK

## CONTRACT

THIS CONTRACT, made the 28 day of July, 1982, by and between LAND EXCAVATING, INC., hereinafter called the "Contractor" and the CITY OF FORT WAYNE, INDIANA, a municipal corporation, hereinafter called the "Owner", WITNESSETH: that the Contractor and the Owner, for the considerations stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment and all utility and transportation services required to perform and complete in a workmanlike manner the construction of GROUP 2 - SEWER REPAIRS, DSR Numbers 047091, 047072, 044760, 047099, 047158, 047082, 041988, 047071, and 047024 for the Owner, all in strict accordance with the drawings and specifications, including any and all addenda, prepared by Bonar & Associates, Inc. which drawings and specifications are made a part of this Contract, and in strict compliance with the Contractor's Proposal and other contract documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price of One Hundred Ninety-Eight Thousand, Eight Hundred Sixty-Eight Dollars and Seventy-Five Cents (\$198,868.75). Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached.

1. This Agreement
2. The Contractor's Proposal
3. Advertisement
4. Specifications
  - a. Instructions to Bidders
  - b. General Conditions of the Contract
  - c. Detailed Specifications
  - d. Federal Regulations, F.E.M.A.
  - e. EEO
5. Drawings
  - a. Detailed Drawings
  - b. City of Fort Wayne Construction Standards

In the event that any provision in any of the above component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE IV. GUARANTEE. The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship which may be or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials, or equipment which

may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in three (3) original counterparts the day and year first above written.

(SEAL)

ATTEST:

S. J. Helmsing  
Sec. to the Comm. of Bd.  
Title

LAND EXCAVATING, INC.

Contractor

By Jack Braun  
President  
Title

(SEAL)

ATTEST:

Sandra E. Kennedy  
Clerk  
Title

CITY OF FORT WAYNE, INDIANA

Owner

By Stephen A. Bailey  
Robert Anderson Staten  
Robert Anderson Staten  
Betty R. Collins  
Betty R. Collins

# RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

## PERFORMANCE BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

LAND EXCAVATING, INC.

PO Box 192

LaOtto, Indiana 46763

as Principal, hereinafter called Contractor, and, RELIANCE INSURANCE COMPANY, a corporation of the State of Pennsylvania, with its Head Office at Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

Board of Public Works, City of Fort Wayne

One Main Street

Fort Wayne, Indiana 46802

as Obligees, hereinafter called Owner, in the amount of One Hundred Ninety-eight Thousand Eight Hundred

Sixty-eight and 75/100----- Dollars (\$ 198,868.75.-----), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated July 22, 19 82, entered into a contract with Owner for

Group 2 Sewer Repairs

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or their heirs, executors, administrators or successors of Owner.

Signed and sealed this

22nd

day of July

19 82

*John Brown*  
(Witness)

*James M. Markovits*  
(Witness)

Performance Bond  
Revised to February, 1970

SB 5715ax (1) Printed in U.S.A.  
BDR-2304 ED. 7-71

LAND EXCAVATING, INC.

(Seal)

*John Brown*  
(Principal)  
(Title) President

*Fred L. Tagtmeyer*  
RELIANCE INSURANCE COMPANY  
(Title) Attorney-In-Fact

TITLE OF ORDINANCE Sewer Resolution 362-82, Group 2 Sewer Repairs

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

1-82-08-27

SYNOPSIS OF ORDINANCE Contract between the city of Fort Wayne, Indiana and Land Excavating, Inc., for the construction of Group 2 Sewer Repairs which are detailed in the Federal Emergency Management Agency Damage Survey Reports 047091, 047072, 044760, 047099, 047158, 047082, 041988, 047071, and 047024.

EFFECT OF PASSAGE flood damage repair work can be completed

EFFECT OF NON-PASSAGE effects of flood will remain

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$198,868.75 75%-FEMA; 25%-City

ASSIGNED TO COMMITTEE

eu.